

Specific Performance and Determinable Contracts: A Comprehensive Analysis

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Introduction

Under Indian law, when a party complains of the breach of a contract, it may typically seek recourse to two distinct sets of remedies. Firstly, an aggrieved party may claim damages for, amongst other things, placing itself pecuniarily in the same position as if the alleged breach never took place and the contract subsisted. Secondly, the aggrieved party may claim specific performance or seek injunctive relief to prevent the breach of the contract. The remedy of damages is covered under the Contract Act, 1872¹ (Contract Act), while reliefs such as specific performance and injunctions are governed by the Specific Relief Act, 1963² (Specific Relief Act).

Specific performance constitutes an equitable remedy granted by a court to uphold the contractual commitments among the parties.³ Unlike a claim of damages, which involves

compensation for not fulfilling the contractual stipulations, specific performance operates as a remedy that enforces the terms agreed between the parties.

The Specific Relief Act and the 2018 Amendment

Specific Relief Act was enacted to set out and revise the legal principles pertaining to particular forms of specific relief in India⁴. Specific Relief Act contains provisions for, amongst other things, recovering possession of property⁵, specific performance of contracts⁶, instances where contracts shall not be specifically enforceable⁷, individuals who may obtain specific performance⁸, substituted performance of contracts⁹, and temporary or permanent injunctions¹⁰.

I. The old regime

(a) Specific performance: A discretionary relief under the old regime

The first clause of the unamended version of Section 20 of the Specific Relief Act, as it stood prior to the introduction of the Specific Relief (Amendment) Act, 2018 (2018 Amendment), reads as below:

"20. Discretion as to decreeing specific performance.— (1) The jurisdiction to decree specific performance is discretionary, and the court is not bound to grant such relief merely because it is lawful to do so; but the discretion of the court is not arbitrary but sound and reasonable, guided by judicial principles and capable of correction by a court of appeal..."

As may be seen above, Specific Relief Act, in its original form, envisaged specific performance as a discretionary relief and bestowed broad discretionary authority upon the Indian courts to grant or refuse to grant a decree of specific performance and to allow or decline issuing injunctions.¹¹ This broad discretion frequently resulted in the Indian courts predominantly opting for awarding damages as the general rule, with specific performance being granted only in exceptional cases.¹²

(b) The legislative threshold for granting and not granting specific performance under the old regime

Section 10 of the unamended Specific Relief Act outlined a twofold criterion for the courts to exercise the discretion to grant a decree of specific performance. Under the old regime, specific performance of a contract could be directed:

- (i) In the absence of a reliable standard for ascertaining the actual damage caused by the non-performance of the contractual obligations.¹³
- (ii) When the act(s) agreed to be performed under the contract are such that compensation in money for non-performance would not afford adequate relief.¹⁴

A third criterion for the exercise of discretion to grant a decree of specific performance was found in Section 20(3) of the unamended Specific Relief Act, which states that a court

may allow specific performance in any case where the plaintiff has substantially performed or suffered losses in consequence of performing its part of the bargain under the contract.¹⁵

Insofar as the circumstances for not granting the relief of specific performance are concerned, the old regime provided a handful of grounds centred around commercial onerosity/hardship, which include:

- (i) Where the terms of the contract or the conduct of the parties at the time of entering into the contract or the other circumstances under which the contract was entered into are such that the contract, though not voidable, gives the plaintiff (party seeking specific performance) an unfair advantage over the defendant (party against whom specific performance is sought).¹⁶
- (ii) Where the performance of the contract would involve some hardship on the defendant which they did not foresee, whereas its non-performance would involve no such hardship on the plaintiff.¹⁷
- (iii) Where the defendant entered into the contract under circumstances which though not rendering the contract voidable, makes it inequitable to enforce specific performance.¹⁸

II. The new regime

The 2018 Amendment plays a pivotal role in making specific performance a non-discretionary and mandatory relief under Specific Relief Act. Post the 2018 Amendment, Section 10 of the Specific Relief Act, as it stands now, emphasises that the court shall enforce specific performance, subject to the provisions carried under Sections 11(2), 14, and 16 of the Specific Relief Act.

The amended language of Section 10 under Specific Relief Act marks a remarkable departure from the old regime in relation to granting specific performance of contracts. This intent is captured in the Statement of Objects and Reasons for introducing the 2018 Amendment, which states that the amendment was brought to do away with the broader discretion vested upon the Indian courts to grant specific performance and to make specific performance of contract “a general rule than exception subject to certain limited grounds”.¹⁹

In *B. Santoshamma v. D. Sarala*²⁰, the Supreme Court while examining the amended provisions of Specific Relief Act, especially the changes made to Section 10 of the Specific Relief Act through the 2018 Amendment observed that the words “specific performance of any contract may, in the discretion of the Court, be enforced” have been substituted with the words “specific performance of a contract shall be enforced subject to the provisions contained in sub-section (2) of Section 11, Section 14 and Section 16”. It was concluded that although the relief of specific performance of a contract is no longer discretionary, the same would still be subject to Section 11, Section 14, and Section 16 of

the Specific Relief Act after the 2018 Amendment.

Consequently, after the 2018 Amendment, opting for specific performance appears to have become an equally viable option compared to substitutive reliefs such as granting damages. However, despite the amendments brought in by the 2018 Amendment, the broad principles of granting specific performance seem to have remained consistent in India.

(a) Specific performance of part of a contract

Under Specific Relief Act, a party cannot pray for specific performance of a part of the contract except in a handful of circumstances which are covered by Section 12 of the Specific Relief Act.

In case a contracting party is incapable of fulfilling the entirety of their contractual obligations, but the portion that cannot be fulfilled represents a relatively minor fraction of the overall value and can be adequately compensated with monetary payment/damages, the court has the authority to order the specific performance of the feasible portion of the contract and provide financial compensation to account for the non-performance of remainder part of the contract.²¹

If a part of the contractual bargain ought to be specifically performed and stands on a separate and independent footing from another part of the contractual bargain which cannot be specifically performed, the court may direct the specific performance of the first part.²²

If a party to a contract is unable to perform the whole of its part and the part which is left unperformed forms a considerable part of the contractual bargain, the court would decline to grant such a decree for specific performance.²³

The Supreme Court in *B. Santoshamma*²⁴ opined that the provisions of Section 12 of the Relief Act must be construed and interpreted in a purposive and meaningful manner to empower the Court to direct specific performance by the defaulting party of so much of the contract, as can be performed. It was further clarified that a contractee who frustrates a contract deliberately by his own wrongful acts cannot be permitted to escape and scot-free.

(b) Contracts not specifically enforceable

In terms of the provisions contained in Section 14 of the Specific Relief Act, the following contracts cannot be specifically enforced:

- (i) Where a party to the contract has obtained substituted performance of the contract in accordance with the provisions of Section 20.²⁵
- (ii) A contract, the performance of which involves the performance of a continuous duty which the court cannot supervise.²⁶

(iii) A contract which is so dependent on the personal qualifications of the parties that the court cannot enforce specific performance of its material terms.²⁷

(iv) A contract which is in its nature determinable.²⁸

(c) Bar on specific performance in relation to a person

In terms of Section 16 of the Specific Relief Act, the specific performance of a contract would be barred in relation to a person or group of persons in the following circumstances:

(a) The person has obtained substituted performance of contract under Section 20.²⁹

(b) The person has become incapable of performing or violates any essential term of the contract.³⁰

(c) The person acts in fraud of the contract or wilfully acts at variance with, or in subversion of the relation intended to be established by the contract.³¹

(d) The person seeking specific performance fails to prove that he has performed or has always been ready and willing to perform the essential terms of the contract which are to be performed by him, other than terms the performance of which has been prevented or waived by the counterparty.³²

(d) Readiness and willingness to perform essential provisions of the contract

Section 16(c) of the Specific Relief Act puts the onus on the plaintiff of a suit for specific performance to demonstrate that the plaintiff was always ready and willing to fulfil the contractual obligations that fall within the plaintiff's part. There is no straightjacket formula to determine whether a plaintiff was ready and willing to perform his part of the bargain. The factum of readiness and willingness of the plaintiff to perform their part of the agreement is to be decided with reference to the conduct of the parties, attendant circumstances, and the evidence on record of the Court.³³

In *C.S. Venkatesh v. A.S.C. Murthy*³⁴, the Supreme Court relied upon a catena of decisions³⁵ and observed that the words "ready and willing" imply that the plaintiff was prepared to carry out those parts of the contract to their logical end so far as they depend upon his performance. The Supreme Court observed that the continuous readiness and willingness on the part of the plaintiff is a condition precedent to grant the relief of performance. If the plaintiff fails to either aver or prove the same, they must fail. To adjudge whether the plaintiff is ready and willing to perform their part of the contract, the court must consider the plaintiff's conduct prior and subsequent to the filing of the suit along with other attending circumstances.

In *Mehboob-Ur-Rehman v. Ahsanul Ghani*³⁶, the Supreme Court pointed out that post the 2018 Amendment, the expression "who fails to aver and prove" was replaced by "who fails to prove" under Section 16(c) of the Specific Relief Act. In this regard, the Supreme Court held that despite this legislative change, the position on all material aspects remains the same that specific performance of a contract cannot be enforced in favour of a person

who fails to prove that he had already performed or has always been ready and willing to perform the essential terms of the contract which are to be performed by him other than those terms, the performance of which has been prevented or waived by the other party.

It is pertinent to note that the effect of amendments made to Section 16(c) of the Specific Relief Act are rendered somewhat redundant since it is a settled principle of law that no evidence can be permitted to be led in the absence of averments in plaint or pleadings.³⁷ Hence, to prove readiness and willingness to perform essential terms of contract, the plaintiff would first be required under law to make averments to that effect in the plaint. The absence of such averments would not permit the plaintiff to lead any evidence on that aspect.

In *Sughar Singh v. Hari Singh*³⁸, the Supreme Court observed that specific relief was no longer a discretionary relief. In the said case, the question as to the applicability of the unsubstituted provisions of Section 20 of the Specific Relief Act on transactions entered into prior to the date of 2018 Amendment Act was kept open. However, the Supreme Court held that the provisions subsequently substituted could act as a guide in exercising discretion in matters dating prior to the 2018 Amendment, even though such provisions may not apply retrospectively.

(e) Conduct of the plaintiff

While making a plea for specific performance, the plaintiff must show that he constantly had an unwavering commitment and intention to fulfil the essential terms of its part of the bargain.

In *Aniglase Yohannan v. Ramlatha*³⁹, the Supreme Court held that any person seeking benefit of the specific performance of a contract must manifest that their conduct has been blemishless throughout, entitling him to the specific relief. A court is to grant specific relief based on the conduct of the person seeking relief. If the pleadings manifest that the conduct of the plaintiff entitles him to get the relief on perusal of the plaint, he should not be denied the relief.

In *Shenbagam v. K.K. Rathinavel*⁴⁰, the Supreme Court reiterated that in deciding whether or not to grant the relief of specific performance, the courts must be cognizant of the conduct of the parties and consider whether one party will unfairly benefit from the decree.

In *His Holiness Acharya Swami Ganesh Dassji v. Sita Ram Thapar*⁴¹ the Supreme Court made a distinction between “readiness” and “willingness” and the manner in which the said parameters were to be scrutinised in determining a suit for specific performance. The Supreme Court observed that readiness refers to the capacity of the plaintiff to perform the contract which includes his financial position to pay the purchase price. Willingness on the other hand is a matter of conduct. The Supreme Court reiterated that a court may

infer from the facts and circumstances whether the plaintiff was and continues to be ready willing to perform his part of the contract.

Specific relief and determinable contracts

I. What is a “determinable” contract?

In legal terminology, the term “determinable” means something that is “liable to end upon the happening of a contingency”, or in other words, is “terminable”.⁴² In essence, from the traditional textbook/dictionary definition of “determinable”, a determinable contract would generally mean a contract that can be ended by either party at will or upon the occurrence or non-occurrence of a particular contingency.

The inherent challenge in enforcing the specific performance of a contract that includes a termination clause lies in the fact that if the court mandates specific performance, the party directed to perform its part of the bargain could potentially terminate the contract. This situation makes a court order and the litigation undergone by the parties practically futile, as the impending termination of the contract negates its continued applicability and enforceability.

Contracts can be terminated due to various reasons such as (i) specific cause; (ii) mutual agreement of parties; (iii) the passage/efflux of a set time period; (iv) occurrence of an event; and (v) at will with or without notice.

In *Indian Oil Corpn. Ltd. v. Amritsar Gas Service*⁴³, the Supreme Court came across a case where Indian Oil Corporation Ltd. terminated a distributorship on account of certain complaints that the respondent was indulging in unauthorised sale of gas connections. The distributorship agreement contained two clauses governing termination. First, a clause that provided for termination contingent on the happening of certain event. Second, a clause that permitted either party to terminate the agreement by giving a thirty days’ notice without assigning any reasons for such termination. The Supreme Court opined that the distributorship agreement was determinable in nature and the only remedy for the respondent was to seek appropriate damages. Interestingly, the Supreme Court did not render any observations on whether the distributorship agreement was determinable on account of the first clause or the second clause in the provisions pertaining to termination. However, some inference may be drawn from the fact that the Supreme Court in this case suggested that the damages that may be awarded to the aggrieved party for the period of notice for termination i.e. 30 days. Thus, it appears that the Supreme Court in *Indian Oil Corpn. Ltd.*⁴⁴ relied on the second clause to hold that the agreement was determinable.

In *Shantidevi P. Gaikwad v. Savjibhai Haribhai Patel*⁴⁵, the Supreme Court was dealing with a matter pertaining to the construction of dwelling units on some land. The underlying agreement entered between the parties for land development stated that either party

shall not unilaterally rescind the agreement after the plaintiff was put in possession of the property. The Supreme Court interpreted this provision to mean that the agreement could indeed be terminated unilaterally before the plaintiff was put in possession of the property. Thus, the Supreme Court held that the contract could not be specifically enforced as it was determinable in nature.

II. Diverging views on determinable contracts

The position as to whether all contracts that can be terminated are determinable in nature or not is hotly debatable under Indian law. Within this dilemma of drawing the fine lines of determinability, the most contested subject is whether a contract that lacks a provision allowing for one-sided termination without attribution of reasons can be considered as having the characteristic of being “determinable”. High Courts across jurisdictions have offered their own interpretation, often raising contradictory and confusing opinions.

(a) Delhi

In *Rajasthan Breweries Ltd. v. Stroh Brewery Co.*⁴⁶, a Division Bench of the High Court of Delhi held that even in the absence of a specific clause authorising and enabling either party to terminate the agreement upon the happening of an event specified therein, in a private commercial transaction, the agreement can be terminated without assigning any reason by serving a notice. At the most, if the termination is found to be bad in law for any reason, the remedy would be to seek compensation for wrongful termination, but there cannot be a claim for specific performance. The decision in *Rajasthan Breweries*⁴⁷ was reiterated by the Delhi High Court in its subsequent decisions⁴⁸.

In *Turnaround Logistics (P) Ltd. v. Jet Airways (India) Ltd.*⁴⁹ a Single Judge of the High Court of Delhi, while deciding upon a matter pertaining to a concession agreement, held that not only voidable contracts but also contracts which provide that they are terminable on a particular event would be determinable. It was further held that specific performance of such agreements would not be granted because the Court would not go through the idle ceremony of ordering the execution of a contract which is revocable and ultimately cannot be enforced.

In *Inter Ads Exhibition (P) Ltd. v. Busworld International Cooperatieve Vennootschap Met Beperkte Anasprakelijkheid*⁵⁰ a Single Judge of the High Court of Delhi placed reliance on a catena of decisions⁵¹ and observed that once a contract is held to be determinable in nature and has been terminated by one party to the contract, the same cannot be revived or restored by a court and specific performance of the same cannot be sought by the defaulting party.

(b) Kerala

In *T.O. Abraham v. Jose Thomas*⁵², the High Court of Kerala ascribed a more reasonable

interpretation to the concept of determinability of contracts while deciding a matter seeking specific performance of an agreement for the sale of equity shares. The High Court of Kerala ruled that to qualify as a determinable contract, the defendant must demonstrate that the provisions of the contract allow for the possibility of either party, at their own will, ending it without needing to provide a rationale.

(c) Madras

In *Indian Oil Corpn. Ltd. v. Bhagawan Balasai Enterprises*⁵³ a Division Bench of the High Court of Madras in line with the decision in *Turnaround Logistics*⁵⁴ concluded that all contracts that can be revoked or are otherwise voidable would be determinable in nature. However, in a subsequent decision in *Jumbo World Holdings Ltd. v. Embassy Property Developments (P)Ltd.*⁵⁵ in context of a share purchase agreement, the High Court of Madras ruled that a termination clause based on certain specific events or breaches did not make the agreement determinable in nature.

In *Jumbo World Holdings*⁵⁶, the High Court of Madras observed that Section 14(d) of the Specific Relief Act does not necessarily mean that all contracts capable of termination are inherently immune to specific performance. If such an understanding were given effect, almost no commercial contract could be specifically enforced. The High Court then went on to categorise contracts into five distinct categories for the purpose of determinability:

- (i) Contracts that are inherently revocable or dissolvable unilaterally, such as licences and partnerships at will.
- (ii) Contracts that can be terminated unilaterally without cause or fault.
- (iii) Contracts that can be terminated immediately for a cause without the option to rectify the breach.
- (iv) Contracts that can be terminated for a cause, but with the condition of a breach notice and an opportunity to rectify the breach.
- (v) Contracts without a termination clause, which could be ended due to the violation of a condition but not a warranty, following relevant common law principles.

Upon categorising contracts into the above categories, the Madras High Court in *Jumbo World Holdings*⁵⁷ held the first and second categories to be determinable. The third category of contracts was held generally not determinable, although the ease of terminability could influence the decision to grant specific performance. The fourth and fifth categories were held not determinable in nature.

(d) Bombay

The High Court of Bombay in *Narendra Hirawat and Co. v. Sholay Media Entertainment Pvt. Ltd.*⁵⁸ rejected the argument that agreements which contain a termination clause ought to be treated to be determinable in nature. The High Court of Bombay held that a contract which is determinable can be terminated at the “sweet will” of either party

without assigning any reasons or referring to breach committed by the other party, or any other eventuality or circumstance.

(e) Way forward

As seen above, there exists an inconsistency both among rulings of different courts and the rulings of the same court. In Delhi, the prevailing law seems to suggest that contracts featuring any type of a termination clause would not be subjected to specific performance. In Tamil Nadu, however, the concept of determinability is more nuanced and the mere presence of a termination clause would not be a conclusive proof of determinability. Similar appears to be the case in Kerala and Maharashtra.

These differing viewpoints result in a scenario where parties seeking specific relief of a contract featuring a termination clause might receive or be denied such relief, depending on the jurisdiction in which the proceedings are initiated. This discrepancy not only generates legal uncertainty but could also encourage unscrupulous parties to indulge in forum shopping. Thus, it is essential for all relevant stakeholders to work towards maintaining the momentum in establishing a pro-contract enforcement regime and to collaboratively reach a suitable resolution. This collective effort will effectively put an end to the conflicting stances on determinability and allow effective implementation of the principles underpinning the 2018 Amendment of Specific Relief Act.

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2. Specific Relief Act, 1963.
3. *Zarina Siddiqui v. A. Ramalingam*, (2015) 1 SCC 705.
4. Specific Relief (Amendment) Act, 2018, Statement of Objects and Reasons.
5. Specific Relief Act, 1963, Pt. II Ch. I.
6. Specific Relief Act, 1963, Pt. II Ch. II.
7. Specific Relief Act, 1963, S. 14.
8. Specific Relief Act, 1963, S. 15.
9. Specific Relief Act, 1963, S. 20.
10. Specific Relief Act, 1963, Pt. III Chs. VII and VIII.
11. *See*, the unamended version of Specific Relief Act, 1963, S. 20, as it stood prior to the introduction of the Specific Relief (Amendment) Act, 2018
12. Specific Relief (Amendment) Act, 2018, Statement of Objects and Reasons.
13. *See*, the unamended version of Specific Relief Act, 1963, S. 10(a), as it stood prior to the introduction of the Specific Relief (Amendment) Act, 2018.

14. See, the unamended version of Specific Relief Act, 1963, S. 10(b), as it stood prior to the introduction of the Specific Relief (Amendment) Act, 2018.
15. See, the unamended version of Specific Relief Act, 1963, S. 20(3), as it stood prior to the introduction of the Specific Relief (Amendment) Act, 2018.)
16. See, the unamended version of Specific Relief Act, 1963, S. 20(2)(a) as it stood prior to the introduction of the Specific Relief (Amendment) Act, 2018.)
17. See, the unamended version of Specific Relief Act, 1963, S. 20(2)(b) as it stood prior to the introduction of the Specific Relief (Amendment) Act, 2018.)
18. See, the unamended version of Specific Relief Act, 1963, S. 20(2)(c) as it stood prior to the introduction of the Specific Relief (Amendment) Act, 2018
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23. Specific Relief Act, 1963, S. 12(3).
24. (2020) 19 SCC 80.
25. Specific Relief Act, 1963, S. 14(a).
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27. Specific Relief Act, 1963, S. 14(c).
28. Specific Relief Act, 1963, S. 14(d).
29. Specific Relief Act, 1963, S. 16(a).
30. Specific Relief Act, 1963, S. 16(b).
31. Specific Relief Act, 1963, S. 16(b).
32. Specific Relief Act, 1963, S. 16(c).
33. *Shenbagam v. K.K. Rathinavel*, 2022 SCC OnLine SC 71; *Ravi Setia v. Madan Lal*, (2019) 9 SCC 381; *Narinderjit Singh v. North Star Estate Promoters Ltd.*, (2012) 5 SCC 712.
34. (2020) 3 SCC 280.
35. *N.P. Thirugnanam v. R. Jagan Mohan Rao*, (1995) 5 SCC 115; *Pushparani S. Sundaram v. Pauline Manomani James*, (2002) 9 SCC 582; *Manjunath Anandappa v. Tammanasa*, (2003) 10 SCC 390; *Pukhraj D. Jain v. G. Gopalakrishna*, (2004) 7 SCC 251; and *Umabai v. Nilkanth Dhondiba Chavan*, (2005) 6 SCC 243.
36. (2019) 19 SCC 415.
37. *Bachhaj Nahar v. Nilima Mandal*, (2008) 17 SCC 491.
38. 2021 SCC OnLine SC 975.

39. (2005) 7 SCC 534.
40. 2022 SCC OnLine SC 71.
41. (1996) 4 SCC 526.
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50. 2020 SCC OnLine Del 351.
51. *RPS Educational Society v. DDA*, 2009 SCC OnLine Del 2702; *Cotton Corpn. of India Ltd. v. United Industrial Bank Ltd.* (1983) 4 SCC 625; *Rajasthan Breweries Ltd. v. Stroh Brewery Co.*, 2000 SCC OnLine Del 481; *MIC Electronics Ltd. v. MCD*, 2011 SCC OnLine Del 766; *Planet M. Retail Ltd. v. Select Infrastructure (P) Ltd.*, 2014 SCC OnLine Del 4869 ; *VF Services (UK) Ltd. v. Union of India*, 2011 SCC OnLine Del 4858.
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